

**VOLUNTARY CLEANUP CONTRACT  
17-6240-NRP**

**IN THE MATTER OF  
NORTH TRACT, COMPASS ROSE AND DELIVERY PARCELS,  
CHARLESTON COUNTY  
and  
SOUTH CAROLINA DEPARTMENT OF COMMERCE, DIVISION OF PUBLIC  
RAILWAYS D/B/A PALMETTO RAILWAYS**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and the South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways with respect to the Property located at South Aviation Avenue, North Charleston, South Carolina. The Property includes approximately 19.1 acres identified as a portion of Tax Map Serial Number 400-00-00-007. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of October 5, 2017, and any amendments thereto, by South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways, which is incorporated into this Contract and attached as Appendix A.

**AUTHORITY**

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2016); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2016); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2016); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2016).



## DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.
  - A. "Palmetto Railways" means South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways.
  - B. "Beneficiaries" means Palmetto Railways' Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
  - C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
  - D. "Contract" means this Voluntary Cleanup Contract.
  - E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
  - F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
  - G. "Property" means the real property as described in the Non Responsible Party



Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Palmetto Railways or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

## FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

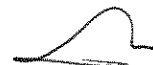
Georgia-Pacific Corporation	1945 – 1967
Georgia-Pacific Investment Company	1967 – 1975
Charleston County Airport District	1975 - Present



B. Property and Surrounding Areas: The Property is composed of a 10.2-acre tract (identified as the North Tract) and three tracts totaling 8.88 acres (identified as the Compass Rose, Delivery Center, and Delivery Center 2 Parcels). The combined parcels are a portion of Charleston County TMS# 400-00-00-007.

The North Tract is bounded generally by undeveloped woodlands and wetlands; to the east by South Aviation Avenue and undeveloped woodlands; to the south by the Boeing Delivery Center and the Boeing South Carolina Facility; and to the west by the Charleston County Aviation Authority (CCAA) Fuel Farm, the Boeing Fuel Farm, and the Boeing South Carolina Facility. The North Tract is developed with an access road that generally traverses the Property from South Aviation Avenue to the northwest towards the Boeing Large Cargo Freighter (LCF) Apron. A Charleston County (Commissioners of Public Works), water supply line easement runs the length of the access road. The remaining portions of the North Tract consists mostly of undeveloped woodlands and wetlands. Historical phosphate strip-mining was performed on the North Tract and surrounding areas from the late 1800s until the early 1900s. The naturally occurring marine phosphate deposits may contain elevated levels of arsenic and other metals.

The Compass Rose portion of the Property is developed with the L-4 Apron and a surrounding chain link fence which are a part of the Delivery Center area. The Delivery Center and Delivery Center 2 Parcels are developed with portions of a Boeing paved parking area. These parcels are bordered to the north by an access road, undeveloped woodlands, and wetlands; to the south by the Boeing Delivery Center and Boeing South Carolina facility and a paved parking lot; to the east by South Aviation Avenue and undeveloped woodlands; and to the west by the Boeing South Carolina Facility, including the Boeing Fuel Farm and the Charleston County Aviation Authority (CCAA) Fuel Farm. A portion of the northern adjacent wetlands have been marked with signage indicating a conservation area.



In March 2010, GEL performed a Baseline Groundwater Assessment of a 13.64-acre parcel leased by Boeing from CCAA. The 13.64-acre lease area was located immediately south of a fuel storage tank operated by the CCAA, west of the Compass Rose Parcel. GEL installed four temporary monitoring wells to evaluate shallow groundwater quality in the 13.64-acre lease area. Groundwater samples were collected and analyzed for volatile organic compounds (VOCs) and polynuclear aromatic hydrocarbons (PAHs). The VOCs acetone, ethylbenzene, MTBE, toluene, and trichloroethylene were detected at concentrations below regulatory standards and screening levels in one or more groundwater samples. PAHs were not detected in any of the samples. The area assessed is located west and upgradient of the Property.

The western adjacent properties are developed with the Charleston County Aviation Authority (CCAA) Fuel Farm and the Boeing Fuel Farm. The CCAA Fuel Farm is developed with three large aboveground storage tanks (ASTs) and fuel dispensers. The Boeing Fuel Farm is developed with multiple smaller ASTs and fuel dispensers. Both of these fueling operations are located hydraulically upgradient of the Property. Regulatory Records (Environmental Data Resources, 2011) indicate 200-gallons of JP8 were released on April 4, 2000 from the CCAA Tank Farm with approximately 30 gallons flowing into a drainage canal located to the west of the tank farm. The release was remediated by Fenn-Vac.

GEL Engineering, LLC (GEL) conducted a Phase II Environmental Assessment (ESA) on the North Tract in February 2017 to evaluate soil and groundwater at the Property. GEL collected 3 soil samples and 3 groundwater samples from temporary monitoring wells. Samples were analyzed for Target Compound List volatile organic compounds (TCL-VOCs), semi-volatile organic compounds (TCL-SVOCs), TCL

pesticides and herbicides, Target Analyte List (TAL) metals, hexavalent chromium, and total petroleum hydrocarbons – diesel range organics (TPH-DRO) and TPH-gasoline range organics (TPH-GRO). Soil samples were also analyzed for pH, and groundwater samples were also analyzed for perfluorinated hydrocarbons and perfluorooctane sulfonimide.

Arsenic was detected in 2 of the 3 soil samples at concentrations ranging from 760 parts per billion (ppb) ("J"-qualified) to 2,420 ppb ("J"-qualified), which exceed the residential RSL (680 ppb). Hexavalent chromium was detected in all three soil samples at estimated ("J"-qualified) concentrations ranging from 0.141 to 0.355 milligrams per kilogram (ppm), one of which (SB-1-3.0) exceeds the residential RSL (0.3 ppm). The VOCs acetone (2 samples), chloroform (1 sample) and methylene chloride (2 samples) were detected at concentrations below RSLs for residential and industrial soils. 4,4'-DDE was detected in one of the samples below the RSLs for residential and industrial soils.

No metals were detected in groundwater in excess of applicable MCLs or tapwater RSLs for constituents without an MCL. Acetone was detected in all three groundwater samples at concentrations below the applicable MCL or tapwater RSLs. No other contaminants were detected in the groundwater samples.

C. Applicant Identification: Palmetto Railways is a political subdivision of the State of South Carolina with its principal place of business located at 540 East Bay Street, Charleston, South Carolina, 29403.

D. Proposed Redevelopment: Palmetto Railways will acquire the Property and intends to lease to Boeing for uses associated with its manufacturing facility.

### CERTIFICATIONS

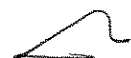
3. Palmetto Railways has certified upon application that: 1) Palmetto Railways is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to Existing Contamination on the Site or pose significant human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

### RESPONSE ACTION

4. Palmetto Railways agrees to conduct the response actions specified in the subparagraphs below. An initial Work Plan shall be submitted by Palmetto Railways, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by Palmetto Railways, or its designee in accordance with the schedule provided in the initial Work Plan. Palmetto Railways acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Palmetto Railways agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Palmetto Railways may seek an amendment of this Contract to clarify its further responsibilities. Palmetto Railways shall perform all actions required by this Contract, and any related actions of Palmetto Railways's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

#### A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.



- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Palmetto Railways shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
  - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
  - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
  - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
    - i. the full EPA Target Analyte List (TAL);
      - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
    - ii. the full EPA Target Compound List (TCL);
      - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
      - ii). EPA Target Compound List Semi-Volatile Organic Compounds



- (TCL-SVOCs);
- iii). EPA Target Compound List Pesticides (TCL-Pesticides);
  - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Palmetto Railways's consulting firm(s), analytical laboratories, and Palmetto Railways's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012), for the test method(s) and parameters specified in the Work Plan.
  - b). Palmetto Railways shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Palmetto Railways in writing of approvals or deficiencies in the Work Plan.
- 8). Palmetto Railways, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Palmetto Railways shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the

Department.

- 10). Palmetto Railways shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). Palmetto Railways shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Palmetto Railways shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).



C. Assess Waste Materials and Segregated Sources:

- 1). Palmetto Railways shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 2). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Palmetto Railways shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). Palmetto Railways shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Palmetto Railways shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Palmetto Railways shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Palmetto Railways shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Palmetto Railways, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Palmetto Railways shall collect and analyze a minimum of twelve (12) soil samples from six (6) locations on the Property. Palmetto Railways shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:

- a). A presumed background location to be analyzed for TAL metals;
  - b). Two locations within the ridges believed to be associated with the historic mining on the Property; and
  - c). Three locations along the western Property boundary to address potential runoff from the paved apron.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs [plus any other parameters as determined based on site history]. A minimum of one (1) surface and one (1) subsurface sample from within a mining ridge shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
  - 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). Palmetto Railways shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of three (3) newly installed monitoring wells. Specific locations shall be as follows:
  - a). A presumed background location, which may be the same location as the background soil location above
  - b). One location on the Compass Rose Parcel; and
  - c). One location on the Delivery Center 2 Parcel.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, the sample from the well located on the Compass Rose Parcel shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2016), or, if not

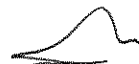
specified in R.61-58, to the EPA RSL for "Tapwater."

G. Assess surface water and sediment quality:

- 1). Palmetto Railways shall collect and analyze two (2) sediment and two (2) surface water samples from water bodies on the Property. The samples shall be collected as:
  - a). One (1) sediment and corresponding surface water sample from a surface water body believed to be created as a result of historic mining operations on the Property; and
  - b). One (1) sediment and corresponding surface water sample from the drainage culvert depicted in Figure 2 of the Phase I for the Compass Rose and Delivery Parcels.
- 2). All surface water and sediment samples shall be analyzed for the TAL-Metals, VOCs and SVOCs.
- 3). Surface water quality results shall be compared to the values in the Water Classifications and Standards, 6 S.C. Code Ann. Regs. 61-68 (2012, as amended), based on consumption of either "water and organisms" or "organisms only" as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to Risk Assessment Guidance for Superfund (RAGS).

H. Evaluate and control potential impacts to indoor air:

- 1). Palmetto Railways shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance ("Vapor Intrusion Technical Guide"). The



Department's decision will be constrained towards predicting commercial exposures consistent with the building construction on the Property.

- 2). If required, Palmetto Railways shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
  - a). For future buildings, Palmetto Railways' evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.
  - b). Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.
  - c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the Vapor Intrusion Technical Guide.
- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Palmetto Railways shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Palmetto Railways shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.1 of this Contract.
- 4). The Department may allow Palmetto Railways to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment.

Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.I of this Contract.

I. Institute reasonable Contamination control measures:

- 1). Palmetto Railways shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
  - a). Palmetto Railways shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
  - b). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, Palmetto Railways shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.I.2 below. Palmetto Railways shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.
- 2). Palmetto Railways shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. Palmetto Railways shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABCA). Upon Department approval of the corrective measures selected in the ABCA, Palmetto Railways shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
  - a). Corrective measures shall be required for Contamination present in any

media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.

- b). Palmetto Railways may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Palmetto Railways shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract
- d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a  $10^{-6}$  risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.
- e). Upon completion of any corrective measures, Palmetto Railways shall



provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Palmetto Railways shall propose a Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). Palmetto Railways shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). Palmetto Railways shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016).




## HEALTH AND SAFETY PLAN

5. Palmetto Railways shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). Palmetto Railways agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Palmetto Railways.

## PUBLIC PARTICIPATION

6. Palmetto Railways and the Department will encourage public participation to implement this Contract as follows:
  - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by Palmetto Railways.
  - B. Palmetto Railways shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
    - 1). The sign(s) will state "Voluntary Cleanup Project by South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways under Voluntary Cleanup Contract 17-6240-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a



representative of Palmetto Railways. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). Palmetto Railways shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). Palmetto Railways agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Palmetto Railways shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Palmetto Railways shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

#### PROGRESS UPDATES

7. Palmetto Railways shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within ninety (90) days of the execution date of this Contract and semi-annually thereafter.
  - A. The updates may be in summary letter format, but should include information about:
    - 1). The actions taken under this Contract during the previous reporting period;
    - 2). Actions scheduled to be taken in the next reporting period;
    - 3). Sampling, test results, and any other data in summary form, generated during

the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,

- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.


### SCHEDULE

8. Palmetto Railways shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Palmetto Railways shall implement the interim measures in accordance with a Department-approved plan.

### DECLARATION OF COVENANTS AND RESTRICTIONS

9. Palmetto Railways or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use as well as prohibit the use of groundwater on the Property. Additional restrictions may be required based on the response actions completed under this Contract and as may be required per Paragraphs 4.I.1.b. or 4.I.2.c of this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Declaration prior to providing it to Palmetto Railways. An authorized representative of Palmetto Railways or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All



signatures shall be witnessed, and signed and sealed by a notary public.

- B. Palmetto Railways or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. Palmetto Railways or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, Palmetto Railways or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Palmetto Railways or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
  - 1). Palmetto Railways or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
  - 2). Palmetto Railways or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is

implemented.

- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Palmetto Railways acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. Palmetto Railways or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31<sup>st</sup> in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

#### NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if



acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jerry Stamps  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

B. All correspondence and notices to Palmetto Railways shall be submitted to Palmetto Railways's designated contact person who as of the effective date of this Contract shall be:

Jeffrey McWhorter, CEO & President  
Palmetto Railways  
540 East Bay Street  
Charleston, South Carolina 29403

#### FINANCIAL REIMBURSEMENT

11. Palmetto Railways or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as

provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Palmetto Railways on a quarterly basis. In recognition of Palmetto Railways' status as a political subdivision of the State of South Carolina, the Department waives reimbursement of oversight costs, exclusive of the cost incurred for public participation. The Department reserves the right to re-instate oversight billing upon thirty-day notice to Palmetto Railways; however, said billing shall not include any costs incurred by the Department prior to receipt of the notice. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Jeffrey McWhorter, CEO & President  
Palmetto Railways  
540 East Bay Street  
Charleston, South Carolina 29403

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

#### ACCESS TO THE PROPERTY

- 12. Palmetto Railways agrees the Department has an irrevocable right of access to the Property for environmental response matters after Palmetto Railways acquires the Property. This right of access remains until such time as remediation is accomplished



for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

#### CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to Palmetto Railways or its Beneficiaries for the Property under this Contract as follows:

- A. Palmetto Railways or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Palmetto Railways or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
  - 1). A Provisional Certificate of Completion will include specific performance standards that Palmetto Railways or its Beneficiaries shall continue to meet.
  - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall



be automatically revoked if Palmetto Railways or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

#### ECONOMIC BENEFITS REPORTING

14. Palmetto Railways or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Palmetto Railways shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

#### CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Palmetto Railways, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. Palmetto Railways or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. Palmetto Railways and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.



C. If the Certificate of Completion has not been issued, Palmetto Railways or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
- 4). Will assume the protections and all obligations of this Contract; and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Palmetto Railways or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

## CONTRACT TERMINATION

16. Palmetto Railways, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide Palmetto Railways or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in Palmetto Railways's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of Palmetto Railways or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Palmetto Railways or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by Palmetto Railways or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by Palmetto Railways or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Palmetto Railways' or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

- B. Should Palmetto Railways or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Palmetto Railways or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Palmetto Railways or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

#### ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Palmetto Railways and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
  - 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613

and SCHWMA § 44-56-200.

- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Palmetto Railways and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Palmetto Railways or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Palmetto Railways or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Palmetto Railways and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Palmetto Railways or its Beneficiaries.

#### RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Palmetto Railways and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Palmetto Railways and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of



response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

#### RESERVATION OF RIGHTS BY PALMETTO RAILWAYS

19. Palmetto Railways retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Palmetto Railways and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Palmetto Railways and its Beneficiaries agree to undertake the requirements of this Contract.

#### BURDEN OF PROOF

20. Palmetto Railways and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Palmetto Railways or its Beneficiaries. Palmetto Railways and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

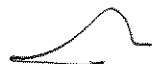
#### LIMITATION OF CLAIMS BY PALMETTO RAILWAYS AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Palmetto Railways and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's



willful breach of this Contract.

**[Remainder of page left blank]**





SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

\_\_\_\_\_  
Daphne G. Neel, Chief  
Bureau of Land and Waste  
Management

DATE:

\_\_\_\_\_  
Reviewed by Office of General Counsel

**SOUTH CAROLINA DEPARTMENT OF COMMERCE, DIVISION OF PUBLIC  
RAILWAYS D/B/A PALMETTO RAILWAYS**

BY:

DATE:

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
11-27-17

\_\_\_\_\_  
*Jeffrey M. Whorter, President + CEO*  
Printed Name and Title

# APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract  
South Carolina Department of Commerce, Division of Public Railways d/b/a  
Palmetto Railways  
October 5, 2017

October 4, 2017

**VIA FEDERAL EXPRESS**

Mr. Robert Hodges  
South Carolina Department of Health  
and Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

**RECEIVED**

OCT 05 2017

SITE ASSESSMENT,  
REMEDICATION &  
REVITALIZATION

Re: The South Carolina Department of Commerce, Division of Public Railways  
d/b/a Palmetto Railways  
South Aviation Avenue, Charleston County, South Carolina  
PLF File No.: 339-004

Dear Mr. Hodges:

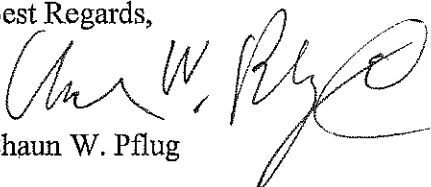
On behalf of Palmetto Railways, enclosed please find a Non-Responsible Party Application for Voluntary Cleanup Contract for the above-referenced property which consists of approximately 19.1 acres. Also enclosed are the following reports in electronic and hard copy form:

- 1) March 20, 2017 Report on a Phase I Environmental Site Assessment conducted by GEL Engineering, LLC (covers approximately 25 acres of which approximately 10.2 are included in the property in the VCC application);
- 2) September 14, 2017 Report on a Phase I Environmental Site Assessment conducted by GEL Engineering, LLC (covers approximately 8.9 acres all of which are included in the property in the VCC application);
- 3) March 15, 2017 Report on a Phase II Environmental Site Assessment conducted by GEL Engineering, LLC (covers approximately 25 acres of which approximately 10.2 are included in the property in the VCC application).

Section 2.6 of the Phase I reports provides that these reports have been prepared for and may be relied on by Palmetto Railways. GEL is preparing an update of the March 20, 2017 Phase I Environmental Site Assessment which will be provided under separate cover.

If you have any questions, please call me. As always, we look forward to working with you on this matter.

Best Regards,



Chaun W. Pflug



## Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☒ Government / Other Public Funded Entity
3. Applicant's Legal Name South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways
4. Contract Signatures for this Applicant

#### a. Authorized Signatory

Jeffrey McWhorter CEO & President JMcWhorter@palmettorail.com

Name	Title	Email
540 East Bay Street	843-727-2067	
Address	Phone1	Phone2
Charleston	SC	29403
City	State	Zip

#### b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>

### 5. Physical Location of Applicant's Headquarters

540 East Bay Street  
Street address Suite Number  
Charleston SC 29403  
City State Zip

### 6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title  
Street Number or PO Box Phone1 Phone 2  
City State Zip Email

### 7. Company Structure Information ☒ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is Incorporated/ Organized/ Registered in \_\_\_\_\_ (state)
- b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
_____	_____
_____	_____
_____	_____
_____	_____

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?  
☐ Yes ☒ No

### 8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

## II. Property Information

### 9. Location

a. Physical Address Property is located to the west of South Aviation Avenue and north of International Boulevard

b. County Charelston

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of North Charleston  
(town/city)

### 10. List any Companies or Site names by which the Property is known

Charleston County Aviation Authority

### 11. Total Size of Property Covered by this Contract 19.098 Acres

### 12. How many parcels comprise the Property? one (portion of 400-00-00-007)

### 13. Current Zoning (general description)

M-1 (Light Industrial District)

### 14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# Portion 400-00-00-007  
b. Acreage 19.098  
c. Current Owner Chas. Cty. Airport Dist.  
d. Owner Mailing Address 5500 International Blvd.  
N. Chas., SC 29418  
e. Contact Person for Access Bob MacPhee  
f. Access Person's Phone # 864-477-9243  
g. Is Parcel Currently Vacant? ☐ Yes ☒ No  
h. Buildings on the parcel? ☒ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☒ In operation: nature of the  
business Support operations for Boeing

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

### III. Property Redevelopment

16. Describe the intended re-use of the property:  
(attach additional sheets if necessary)

Applicant will acquire the Property and lease to Boeing for uses associated with its manufacturing facility.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No  
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☐ Yes Anticipated Number \_\_\_\_\_  
☒ No

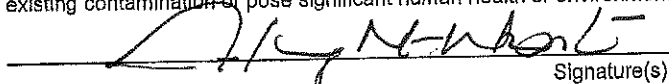
19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Unknown

20. a. Will there be Intangible benefits from this redevelopment such as:  
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development  
☐ Creation / Preservation of Green Space on the Property  
☐ Deconstruction/ Recycling of demolition or building debris  
☒ Other Property will be used for operations in support of the adjoining Boeing facility.

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 11 / 1 / 2017

22. Redevelopment Certification  
By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

  
Signature(s)

### IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm  
☒ None as of this application date

GEL Engineering, LLC

Company

2040 Savage Road

Charleston

SC

29407

Address

City

State

Zip

Robert MacPhee

864-477-9243

robert.macphee@gel.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Thomas Hutto

912

843-300-4416

thomas.hutto@gel.com

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

## 24. Legal Counsel (Optional)

Chaun Pflug

Firm

The Pflug Law Firm, LLC

843-647-7774

Attorney

Phone1

Phone 2

P.O. Box 801

Mt. Pleasant

SC

29645

cpflug@pfluglaw.com

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

## 26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☒ Waiver Requested (Check Box if applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

## V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by GEL

(Name of Environmental Firm)

☐ Older report updated in the past six months by \_\_\_\_\_

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property☐ The Applicant believes the Department already has all environmental data in its files on: \_\_\_\_\_

(Site Name)

☒ The Following reports are attached:

Report Date	Report Name	Environmental Firm
March 15, 2017	Phase II Environmental Site Assessment	GEL
March 20, 2017	Phase I Environmental Site Assessment	GEL
September 14, 2017	Phase I Environmental Site Assessment	GEL

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☒ Enclosed with this Application as an Attachment☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

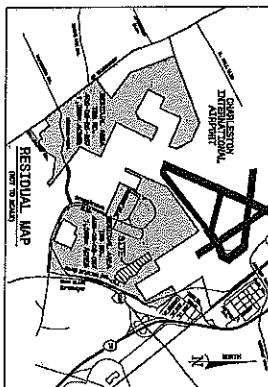
Signature(s)

## This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		



SHEET 1 - OVERALL BOUNDARY, SEE SHEET 2 & 3 FOR ADDITIONAL DETAIL



**REFERENCES:**  
1. *SAV for Policy 'A'*. Almost non-existent and instead indicate otherwise contrary American literature from the

1. **AMERICAN ASSOCIATION OF COLLEGE AND UNIVERSITY FACULTIES**, 1955-56, 1956-57, 1957-58, 1958-59, 1959-60, 1960-61, 1961-62, 1962-63, 1963-64, 1964-65, 1965-66, 1966-67, 1967-68, 1968-69, 1969-70, 1970-71, 1971-72, 1972-73, 1973-74, 1974-75, 1975-76, 1976-77, 1977-78, 1978-79, 1979-80, 1980-81, 1981-82, 1982-83, 1983-84, 1984-85, 1985-86, 1986-87, 1987-88, 1988-89, 1989-90, 1990-91, 1991-92, 1992-93, 1993-94, 1994-95, 1995-96, 1996-97, 1997-98, 1998-99, 1999-00, 2000-01, 2001-02, 2002-03, 2003-04, 2004-05, 2005-06, 2006-07, 2007-08, 2008-09, 2009-10, 2010-11, 2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, 2025-26, 2026-27, 2027-28, 2028-29, 2029-30, 2030-31, 2031-32, 2032-33, 2033-34, 2034-35, 2035-36, 2036-37, 2037-38, 2038-39, 2039-40, 2040-41, 2041-42, 2042-43, 2043-44, 2044-45, 2045-46, 2046-47, 2047-48, 2048-49, 2049-50, 2050-51, 2051-52, 2052-53, 2053-54, 2054-55, 2055-56, 2056-57, 2057-58, 2058-59, 2059-60, 2060-61, 2061-62, 2062-63, 2063-64, 2064-65, 2065-66, 2066-67, 2067-68, 2068-69, 2069-70, 2070-71, 2071-72, 2072-73, 2073-74, 2074-75, 2075-76, 2076-77, 2077-78, 2078-79, 2079-80, 2080-81, 2081-82, 2082-83, 2083-84, 2084-85, 2085-86, 2086-87, 2087-88, 2088-89, 2089-90, 2090-91, 2091-92, 2092-93, 2093-94, 2094-95, 2095-96, 2096-97, 2097-98, 2098-99, 2099-00, 2100-01, 2101-02, 2102-03, 2103-04, 2104-05, 2105-06, 2106-07, 2107-08, 2108-09, 2109-10, 2110-11, 2111-12, 2112-13, 2113-14, 2114-15, 2115-16, 2116-17, 2117-18, 2118-19, 2119-20, 2120-21, 2121-22, 2122-23, 2123-24, 2124-25, 2125-26, 2126-27, 2127-28, 2128-29, 2129-30, 2130-31, 2131-32, 2132-33, 2133-34, 2134-35, 2135-36, 2136-37, 2137-38, 2138-39, 2139-40, 2140-41, 2141-42, 2142-43, 2143-44, 2144-45, 2145-46, 2146-47, 2147-48, 2148-49, 2149-50, 2150-51, 2151-52, 2152-53, 2153-54, 2154-55, 2155-56, 2156-57, 2157-58, 2158-59, 2159-60, 2160-61, 2161-62, 2162-63, 2163-64, 2164-65, 2165-66, 2166-67, 2167-68, 2168-69, 2169-70, 2170-71, 2171-72, 2172-73, 2173-74, 2174-75, 2175-76, 2176-77, 2177-78, 2178-79, 2179-80, 2180-81, 2181-82, 2182-83, 2183-84, 2184-85, 2185-86, 2186-87, 2187-88, 2188-89, 2189-90, 2190-91, 2191-92, 2192-93, 2193-94, 2194-95, 2195-96, 2196-97, 2197-98, 2198-99, 2199-00, 2200-01, 2201-02, 2202-03, 2203-04, 2204-05, 2205-06, 2206-07, 2207-08, 2208-09, 2209-10, 2210-11, 2211-12, 2212-13, 2213-14, 2214-15, 2215-16, 2216-17, 2217-18, 2218-19, 2219-20, 2220-21, 2221-22, 2222-23, 2223-24, 2224-25, 2225-26, 2226-27, 2227-28, 2228-29, 2229-30, 2230-31, 2231-32, 2232-33, 2233-34, 2234-35, 2235-36, 2236-37, 2237-38, 2238-39, 2239-40, 2240-41, 2241-42, 2242-43, 2243-44, 2244-45, 2245-46, 2246-47, 2247-48, 2248-49, 2249-50, 2250-51, 2251-52, 2252-53, 2253-54, 2254-55, 2255-56, 2256-57, 2257-58, 2258-59, 2259-60, 2260-61, 2261-62, 2262-63, 2263-64, 2264-65, 2265-66, 2266-67, 2267-68, 2268-69, 2269-70, 2270-71, 2271-72, 2272-73, 2273-74, 2274-75, 2275-76, 2276-77, 2277-78, 2278-79, 2279-80, 2280-81, 2281-82, 2282-83, 2283-84, 2284-85, 2285-86, 2286-87, 2287-88, 2288-89, 2289-90, 2290-91, 2291-92, 2292-93, 2293-94, 2294-95, 2295-96, 2296-97, 2297-98, 2298-99, 2299-00, 2300-01, 2301-02, 2302-03, 2303-04, 2304-05, 2305-06, 2306-07, 2307-08, 2308-09, 2309-10, 2310-11, 2311-12, 2312-13, 2313-14, 2314-15, 2315-16, 2316-17, 2317-18, 2318-19, 2319-20, 2320-21, 2321-22, 2322-23, 2323-24, 2324-25, 2325-26, 2326-27, 2327-28, 2328-29, 2329-30, 2330-31, 2331-32, 2332-33, 2333-34, 2334-35, 2335-36, 2336-37, 2337-38, 2338-39, 2339-40, 2340-41, 2341-42, 2342-43, 2343-44, 2344-45, 2345-46, 2346-47, 2347-48, 2348-49, 2349-50, 2350-51, 2351-52, 2352-53, 2353-54, 2354-55, 2355-56, 2356-57, 2357-58, 2358-59, 2359-60, 2360-61, 2361-62, 2362-63, 2363-64, 2364-65, 2365-66, 2366-67, 2367-68, 2368-69, 2369-70, 2370-71, 2371-72, 2372-73, 2373-74, 2374-75, 2375-76, 2376-77, 2377-78, 2378-79, 2379-80, 2380-81, 2381-82, 2382-83, 2383-84, 2384-85, 2385-86, 2386-87, 2387-88, 2388-89, 2389-90, 2390-91, 2391-92, 2392-93, 2393-94, 2394-95, 2395-96, 2396-97, 2397-98, 2398-99, 2399-00, 2400-01, 2401-02, 2402-03, 2403-04, 2404-05, 2405

### Notes:

1. **THEY ARE NOT THE PERSONS RESPONSIBLE FOR THE ECONOMIC PROBLEMS OF THE COUNTRY.** The economic problems of the country are the result of the actions of the government, the labor market, and the economy, not the actions of the individuals.
2. **THEY ARE NOT THE PERSONS RESPONSIBLE FOR THE ECONOMIC PROBLEMS OF THE COUNTRY.** The economic problems of the country are the result of the actions of the government, the labor market, and the economy, not the actions of the individuals.
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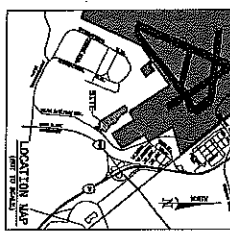
**FLOOD STATEMENT:**

[illegible]

**PRELIMINARY - FOR REVIEW**  
J. PENCE 10/09, FBI 4-0-0-118, MO, 2008



**SUBJECT: PARCEL DATA**

[illegible][illegible][illegible]

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SCALE: 1"=200'



0 100 200 400

ALTA/NSPS LAND TITLE SURVEY SHOWING  
THE SUBDIVISION OF T.W.S. NO. 400-00-00-007  
OWNED BY THE CHARLESTON COUNTY AIRPORT DISTRICT  
TO CREATE "PARCEL D",  
A 19.098 ACRE PARCEL OF LAND  
CITY OF NORTH CHARLESTON,  
CHARLESTON COUNTY, SOUTH CAROLINA

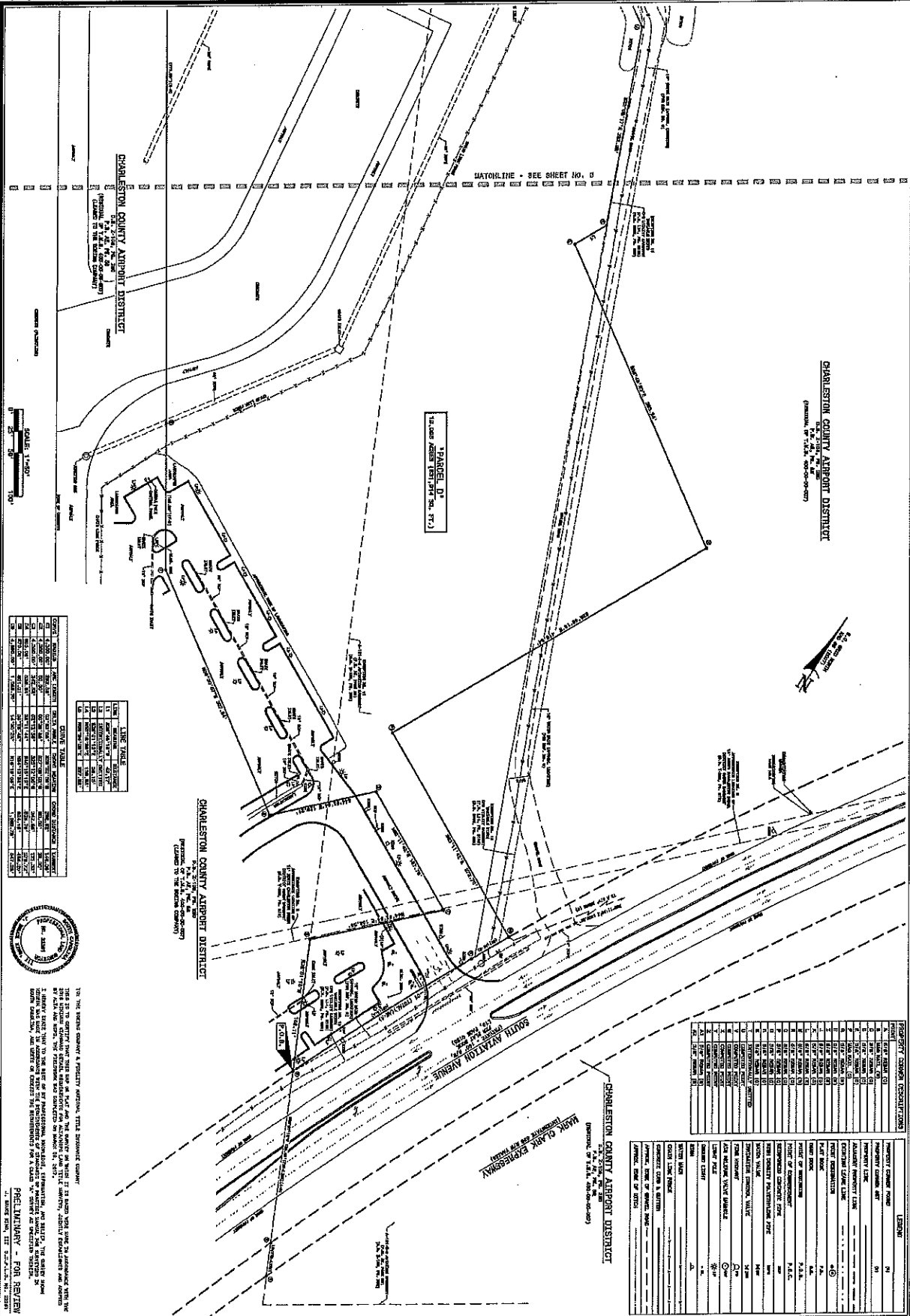
**REVISIONS:**

1) 03-20-2017 - SHOW ADDITIONAL APPROPRIATES LOCATED IN "PAGE 9"

2) 04-03-2017 - REVISE COMPARISON OF "PAGE 9"

**HUSSEY GAY BELL**  
*Established 1958*  
 474 WANDO PARK BLVD., SUITE 201, MT. PLEASANT, SC 29464 / T843 848/7500





**COMPUTED AREA**

NO.	AREA (AC)	PERCENT	TOTAL (AC)
1	1.0000	100.00	1.0000
2	1.0000	100.00	1.0000
3	1.0000	100.00	1.0000
4	1.0000	100.00	1.0000
5	1.0000	100.00	1.0000
6	1.0000	100.00	1.0000
7	1.0000	100.00	1.0000
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97	1.0000	100.00	1.0000
98	1.0000	100.00	1.0000
99	1.0000	100.00	1.0000
100	1.0000	100.00	1.0000



THIS IS TO CERTIFY THAT THE SURVEY OF THE LAND SHOWN HEREON WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA LAND SURVEYING ACT, CHAPTER 42, TITLE 42, SECTION 1-101, AS AMENDED, AND THE RULES AND REGULATIONS OF THE SOUTH CAROLINA BOARD OF LAND SURVEYING, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA LAND SURVEYING ACT, CHAPTER 42, TITLE 42, SECTION 1-101, AS AMENDED, AND THE RULES AND REGULATIONS OF THE SOUTH CAROLINA BOARD OF LAND SURVEYING.

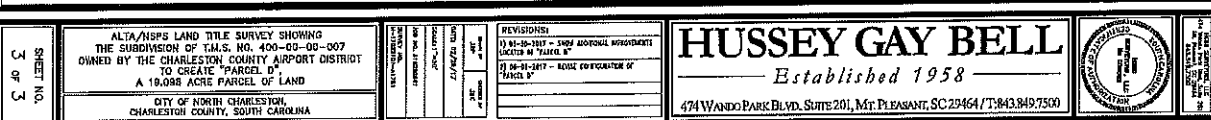
**PRELIMINARY - FOR REVIEW**

DATE: 01/01/2017

BY: HUSSEY GAY BELL

**PROPERTY DATA**

NO.	AREA (AC)	PERCENT	TOTAL (AC)
1	1.0000	100.00	1.0000
2	1.0000	100.00	1.0000
3	1.0000	100.00	1.0000
4	1.0000	100.00	1.0000
5	1.0000	100.00	1.0000
6	1.0000	100.00	1.0000
7	1.0000	100.00	1.0000
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98	1.0000	100.00	1.0000
99	1.0000	100.00	1.0000
100	1.0000	100.00	1.0000



**PALMETTO RAILWAYS VCC APPLICATION  
OWNERSHIP HISTORY**

Charleston County Airport District 5500 International Boulevard North Charleston, SC 29418	1975 – Present
Georgia-Pacific Investment Company c/o Corporation Service Company 1703 Laurel Street Columbia, SC 29201	1967 – 1975
Georgia-Pacific Corporation (successor by merger to Williams Furniture) c/o CT Corporation System 75 Beattie Place Two Shelter Center Greenville, SC 29601	1945 – 1967